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December 18, 2008

RECORDATION NO.

21652-F
FILED

Salt Lake City
201 South Main Street
Salt Lake City, UT 84111
(801) 533-0066

Ms. Anne K. Quinlan, Esq., Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

DEC 18 '08 -2 40 PM

SURFACE TRANSPORTATION BOARD

Re: Memorandum of Termination Agreement (1998-ML-T)
dated as of December 18, 2008
Lease Agreement (1998-ML-T) dated as of September 18, 1998

Dear Ms. Quinlan:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Memorandum of Termination Agreement (1998-ML-T), dated as of December 18, 2008, among Commuter Rail Division of the Regional Transportation Authority as head lessor, sublessee and pledgor, METRA 1998-ML-T Trust as head lessee, sublessor, borrower and pledgee, and AIG-FP Funding (Cayman) Limited as lender.

The enclosed is a secondary document and relates to the Lease Agreement (1998-ML-T) dated as of September 18, 1998 (the "Lease Agreement"), and documents related thereto, memoranda of which were recorded on September 18, 1998, at 3:56 P.M. under Recordation Numbers 21652 through 21652-E.

The names and addresses of the parties to the enclosed document are as follows:

Head Lessor/Sublessee/Pledgor: Commuter Rail Division of the Regional
Transportation Authority
METRA Treasury and Finance
547 W. Jackson Boulevard
Chicago, IL 60611

Head Lessee/Sublessor/Borrower/Pledgee: METRA 1998-ML-T Trust
Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

Law Offices of
CHAPMAN AND CUTLER LLP

Lender:

AIG-FP Funding (Cayman) Limited
c/o Maples & Calder
P.O. Box 309
Ugland House
South Church Street
Grand Cayman, Cayman Islands BWI

The equipment covered by the aforesaid Memorandum of Termination Agreement (1998-ML-T) consists of the following:

55 Gallery Trailer Cars within the series 7400 through 7455, all as more specifically described in Exhibit A hereto.

A short summary of the document to appear in the index follows:

Memorandum of Termination Agreement (1998-ML-T), dated as of December 18, 2008

A fee of forty-one dollars (\$41.00) is enclosed. Please time and date stamp the enclosed copies of the document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at 312-845-3429.

Sincerely,

CHAPMAN AND CUTLER LLP

By 
Patrick Vining

Enclosures

EXHIBIT A

EQUIPMENT	UNIT QUANTITY	ROAD NUMBERS
Gallery Trailer Cars	55	7400 through 7426, inclusive, 7428 through 7455, inclusive

DEC 18 '08

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**MEMORANDUM OF TERMINATION AGREEMENT
(1998-ML-T)****SURFACE TRANSPORTATION BOARD**

This MEMORANDUM OF TERMINATION AGREEMENT (1998-ML-T) is made and entered into as of this 18th day of December, 2008, among Commuter Rail Division of the Regional Transportation Authority as head lessor, sublessee and pledgor ("METRA"), METRA 1998-ML-T Trust as head lessee, sublessor, borrower and pledgee (the "Trust"), and AIG-FP Funding (Cayman) Limited as lender (the "Lender").

WITNESSETH:

The undersigned have entered into that certain Termination Agreement (1998-ML-T) dated as of December 17, 2008, whereby:

(i) the Lease Agreement (1998-ML-T) dated as of September 18, 1998 between METRA and the Trust (the "Lease");

(ii) the Lease Supplement (1998-ML-T) dated as of September 18, 1998 between METRA and the Trust (the "Lease Supplement");

(iii) the Sublease Agreement (1998-ML-T) dated as of September 18, 1998 between the Trust and METRA (the "Sublease");

(iv) the Sublease Supplement (1998-ML-T) dated as of September 18, 1998 between the Trust and METRA (the "Sublease Supplement");

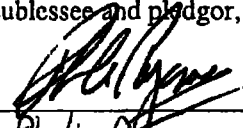
(v) the Loan and Security Agreement (1998-ML-T) dated as of September 18, 1998, between the Lender and the Trust (the "Loan"); and

(vi) the Equipment Pledge Agreement (1998-ML-T) dated as of September 18, 1998 between the METRA and the Trust (the "Pledge")

have been terminated, and all security interests previously of record with the Surface Transportation Board under 49 U.S.C. § 11301 in the railroad equipment bearing road numbers as listed in the attached Schedule A hereto under the Lease, the Lease Supplement, the Sublease, the Sublease Supplement, the Loan and the Pledge are terminated, released and fully discharged of record.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Termination Agreement (1998-ML-T) to be executed by their respective officers thereunto duly authorized as of the day first above written.

COMMUTER RAIL DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY, as head lessor,
sublessee and pledgor, as aforesaid

By: 
Its: Philip J. Gannon, Executive Director

METRA 1998-ML-T Trust, as head lessee,
sublessor, borrower and pledgee, as
aforesaid, by and through Wilmington Trust
Company, not in its individual capacity, but
solely as Trustee

By: _____
Its: _____

AIG-FP FUNDING (CAYMAN) LIMITED, as lender,
as aforesaid


By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Termination Agreement (1998-ML-T) to be executed by their respective officers thereunto duly authorized as of the day first above written.

COMMUTER RAIL DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY, as head lessor,
sublessee and pledgor, as aforesaid

By: _____
Its: _____

METRA 1998-ML-T Trust, as head lessee,
sublessor, borrower and pledgee, as
aforesaid, by and through Wilmington Trust
Company, not in its individual capacity, but
solely as Trustee

By:  _____
Its: Tira L. Johnson
Vice President

AIG-FP FUNDING (CAYMAN) LIMITED, as lender.
as aforesaid

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Termination Agreement (1998-ML-T) to be executed by their respective officers thereunto duly authorized as of the day first above written.

COMMUTER RAIL DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY, as head lessor,
sublessee and pledgor, as aforesaid

By: _____
Its: _____

METRA 1998-ML-T Trust, as head lessee,
sublessor, borrower and pledgee, as
aforesaid, by and through Wilmington Trust
Company, not in its individual capacity, but
solely as Trustee

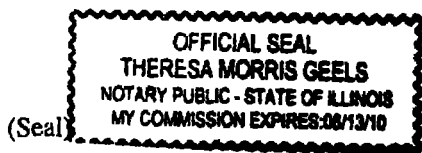
By: _____
Its: _____

AIG-PP FUNDING (CAYMAN) LIMITED, as lender,
as aforesaid

By: _____
Its: CHRISTIAN ROFF
AUTHORIZED SIGNATURE

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 17th day of December, 2008, before me personally appeared Philip A. Pagano, to me personally known, who, being by me duly sworn, says that he/she is the Executive Director of COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY and that said instrument was signed on behalf of COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY.



Theresa Morris Geels
Notary Public

My Commission Expires: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of December, 2008, before me personally appeared _____, to me personally known, of WILMINGTON TRUST COMPANY, who, being by me duly sworn, says that he/she is the _____ of said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation, not in its individual capacity, but solely as trustee of METRA 1998-ML-T.

Notary Public

(Seal)

My Commission Expires: _____

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this _____ day of December, 2008, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he/she is the _____ of COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY and that said instrument was signed on behalf of COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY.

Notary Public

(Seal)

My Commission Expires: _____

STATE OF Delaware)
) ss
COUNTY OF New Castle)

On this 13 day of December, 2008, before me personally appeared _____, to me personally known, of WILMINGTON TRUST COMPANY, who, being by me duly sworn, says that he/she is the Vice President of said corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation, not in its individual capacity, but solely as trustee of METRA 1998-ML-T

Patrick A. Kanar
Notary Public

(Seal)

My Commission Expires: _____

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 1, 2010

STATE OF CT)
COUNTY OF Hartford) ss. Nick

On this 17th day of December, 2008, before me personally appeared John J. J. J. to me personally known, of AIG-PP FUNDING (CAYMAN) LIMITED, who, being by me duly sworn, says that he/she is the Authorized Signatory of said corporation and that said instrument was signed on behalf of said corporation by duly authorized corporate authority, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of AIG-PP FUNDING (CAYMAN) LIMITED.

[Signature]
Notary Public

(Seal)

My Commission Expires: 11/30/2013

Amie Melashkewich
NOTARY PUBLIC
State of Connecticut
My Commission Expires 11/30/2013

SCHEDULE A

EQUIPMENT	UNIT QUANTITY	ROAD NUMBERS
Gallery Trailer Cars	55	7400 through 7426, inclusive, 7428 through 7455, inclusive

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 12/18/08



Robert W. Alvord